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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Clearing Office for Austria.

UNDER ART. 296 of the Treaty with Germany, Clearing Offices for debts were to be established as between Germany on the one hand, and such of the Allied Powers on the other as gave notice to that effect within one month of ratification. This notice was given by Great Britain, and a clearing office in this country was established under the Treaty of Peace Order, 1919 (64 SOLICITORS' JOURNAL, p. 36). Similar provision is made by the Treaty with Austria, which was ratified on 16th July, but it seems that the Government have hesitated till the last moment as to giving notice. It appears from a statement in the *Times* (18th inst.) that this has now been done, and the arrangements for the establishment of the Austrian Clearing Office will, we presume, be published in due course.

The Law of the Constitution.

THE DISTINCTION between forms of government, like that of the United States, which depend on a written constitution, and those, like our own, which have no such definite exponent, is well known. The American Constitution is amenable to such changes as can be effected by judicial construction in the Supreme Court, but otherwise it can be changed only by amendment in the prescribed way. Thus the prohibition amendment has now been followed by a further amendment throwing open the Federal franchise to women. The elasticity of the British Constitution has been a frequent theme with writers on constitutional law. Professor DICEY defines constitutional law as consisting partly of rules of law properly so called. Of this he instances the rule that "the King can do no wrong," with its implication that if wrong is done, someone other than the King must pay the penalty. And for the rest it consists, as BAGEHOT was one of the first to point out, of conventions. In the House of Commons, last Monday, Mr. CLYNES gave, perhaps, somewhat undue prominence to this latter point. "The Constitution," he said, "is a collection of practice, of legal and Cabinet decisions, of Parliamentary usages and customs, all of which we come to understand to be our Constitution." Possibly the reference to legal decisions extends this to cover actual law, and so makes the definition comprehensive.

The Prerogative of Making War.

BUT WE doubt whether the rule—which appears to be strict law—that the King can make war and peace depends on any legal decision. For practical purposes it was formulated by BLACKSTONE (Vol. I., Ch. 7), and was, we believe, propounded by him as a matter of political speculation—no doubt supported by practice—rather than as declared law. Yet it will probably be admitted that it is unquestionably law, and that the only legal check upon the misuse of the power is the impeachment or lesser punishment of the Minister responsible for such misuse. Under the Constitution of the United States the power to declare war rests with Congress (Art. I., section 8), though the President may act in such a way as to make a declaration of war almost inevitable. Of course, in either country public opinion may declare itself emphatically against or in favour of a particular threatened war. Whether the course taken by the "Council of Action" recently formed, which purports to represent a large section of the community, goes beyond such legitimate declaration, is a question on which we need express no opinion. But the matter may be important as shewing that the time has come to revise the rule that the declaration of war is, in theory at least, a matter for the Executive, subject only to such check as the danger of impeachment may impose.

Inspection of a Secret Process.

SECTION 34 of the Patents and Designs Acts, 1907 and 1919 (following in principle section 30 of the Patents, &c., Act, 1883), provides that in actions for infringement of a patent the Court may, on the application of either party, make such order for inspection, and impose such terms, and give such directions respecting the same and the proceedings thereon as the Court may see fit. This leaves the whole matter to the discretion of the Court. It has always been considered that if a plaintiff makes out a *primâ facie* case of infringement, and that inspection is necessary to enable him to prove it at the trial, an order to inspect will follow almost as a matter of course. But what will happen where the defendant alleges that his process of manufacture is a secret, and that the disclosure of it would cause the defendant great damage? This came before ASTBURY, J., recently in the case of the *British Thomson-Houston Co.* v. *Buram* (37 R. P. C. 121). There the plaintiffs brought an action against the defendants for infringement of their patent (23499 of 1909) for improvements in connection with tungsten, whereby the use of this metal, particularly for incandescent lamp filiments, could be extended and facilitated. The infringement on which the plaintiffs relied was the manufacture and supply by the defendants of certain drawn tungsten wire. The defendants put in issue the validity of the patent and denied infringement. The plaintiffs then applied by summons that they might be at liberty, by their general manager, solicitors, and scientific witnesses, to enter the business premises and works of the defendants, to inspect work and examine the process used by the defendants for the manufacture of their drawn wire, and to make experiments and take samples, &c. This was resisted by the defendants, who said that their processes were kept secret, that other firms in the trade were very curious to know the nature of the defendants' secrets, and that the plaintiffs' demand was extremely oppressive, and would result, if acceded to, in handing over to them the defendants' secrets of success. The defendants offered to admit certain facts as to their process. The summons was adjourned into court.

Terms of Inspection.

IN THE course of his judgment, ASTBURY, J., said that when a secret process was alleged, that would not deter the Courts from doing what was necessary in the interests of justice, but it would be the duty of the Court to take all reasonable and proper steps to prevent undue advantage being taken of inspection of secret processes. In the present case he thought that an inspection, if ordered, ought to be carried out by one expert, or not more than two experts, who must be allowed to take samples of the defendants' product in various stages of its manufacture, and were to report to the Court upon the facts disclosed by the inspections, and the experts' opinion founded on them; and the experts must be put upon terms not to disclose anything appearing on the inspection claimed by the defendants to be part of the secret process without an order of the Court; but he thought that the experts ought to be allowed to report to the plaintiffs, without giving any details, whether or not, in their opinion, the defendants' process seen by them did or did not infringe the patent sued on. In our view, the form of order indicated would, if carefully settled, sufficiently protect the defendants, and give the plaintiffs as much information as, in the circumstances, they could reasonably expect. No order for inspection was, however, drawn up, because the learned Judge thought that, before making such an order, the defendants ought to have the opportunity of giving full and sufficient facts to the plaintiffs; so he directed that the plaintiffs should deliver written questions to, and take written answers from, the defendants. This was done, and ultimately the summons stood over, with liberty to the plaintiffs to restore it.

The Increased Stamp Duties on Transfers of Shares.

UNDER SECTION 36 of the Finance Act, 1920, transfers on sale or by way of voluntary disposition lose the exemption they have hitherto enjoyed under the proviso to section 73 of the Finance Act, 1910, and become liable to £1 per cent. stamp duty. This comes into operation on 1st September next. The members of the Stock Exchange appear to be a good deal exercised as to the duty payable on sales of stock made before, but not completed by transfer till after that date. The date when the liability to duty attaches appears to be the date of first execution of the transfer; and since execution technically imports "delivery," the Committee of the Stock Exchange are correct in the following notice which they recently issued:—

> A buyer of securities will be liable to pay stamp duty at the legal rate due on the deed when delivered; but the seller will be liable to refund to the buyer any increased stamp duty occasioned by delay in delivery beyond the date on which the securities in question could have been bought in should such date fall on or before 31st August, 1920.
>
> In agreement with the foregoing notice brokers may find it convenient to render contracts with stamp duty charged at the increased rate, and to make a return to their clients of any amount which, on the completion of the transaction, proves to have been an overcharge.

But we are not sure that the committee use "delivery" in the technical sense. At any rate, the time of completion of a contract made before 1st September may depend on matters quite outside the control of the purchaser, and the suggestion which has been made that the date of the contract should determine the liability to duty, is not unreasonable. But we do not remember that any such question was raised when the conveyance duty was doubled in 1910. Perhaps solicitors were not so ready as stockbrokers to try to avoid as long as possible the increased impost.

British Ships and Wireless Telegraphy.

WE PRINT elsewhere an Order in Council revoking Defence of the Realm Regulation 37B. This required British seagoing ships of 1,000 tons and upwards to be provided with wireless telegraph installation and to have two certified operators. The regulation, of course, was only temporary, and we think it has been stated that permanent arrangement to the same effect is being made. But, if so, the official intimation of revocation in the *Gazette*, given as usual without intimation of its real effect, might have been usefully supplemented.

Mr. Leycester, the magistrate at Marylebone Police Court, last Saturday, was asked by a man for advice with respect to a house which he said he was buying for £900. Mr. Leycester said that if he was able to engage in a transaction of that sort he was in a position to consult a solicitor. "People seem to think," added Mr. Leycester, "that it is a magistrate's duty to advise everybody on every sort of difficulty, but it is not so. Magistrates advise poor people who cannot afford to get legal advice, but it is not their duty to give legal advice to people in your position."

Part 1 of the Law of Property Bill.

II.

As we pointed out last week, the scheme for confining legal estates to the fee simple and a term of years is the basis of all the recent schemes, and it may be taken to be the essential basis of any reform of real property law. Mr. BENN, in the memorandum to which we have referred, mentions it as one of the proposed interferences with existing rights and interests, but we do not gather that he seriously objects to it, at any rate, as regards future dispositions. And, indeed, it amounts to little more than giving the tenant for life the estate which he has already power to transfer. At present he has an estate for life, with power to transfer the fee; under the Bill he has the legal fee, with like power to transfer it. There is here no substantial interference with any existing right, and there is no reason why the change should not operate at once. On this point we do not suppose the supporters of the Bill will give way.

It may be assumed, then, that this arrangement of legal estates will stand. It follows that there must be such a rearrangement of all other estates and interests as shall make them, in the language of Mr. WOLSTENHOLME'S Bill, fiduciary; in that of Lord HALDANE'S Bill, subordinate; in either case with the result that they are capable of being overreached by the exercise of the proprietary powers attached to the legal or paramount estate. Under the present scheme the familiar distinction between legal and equitable estates is preserved, and all other interests are equitable interests. Practically there is a great advantage in retaining the term, and the only questions are, as to the manner in which equitable interests are to be relegated to their proper place in the scheme, and to be protected against any misuse of his powers by the "estate owner"; and how they are to rank *inter se*, this last point including the manner in which they can be created. All these matter depend on the "curtain provisions" in Part I., with the schedules giving effect to them; and, as to these, Mr. BENN objects that they will be the cause of complications, uncertainties and litigation.

At first sight this may appear to be so. The earlier clauses of the Bill call for careful study, and it may require some breadth of view and force of imagination to see how they will in practice result in the simplified system of real property law which they are intended to produce. But if complexity, uncertainty and litigation are predicated against them, it is an easy reply that all these matters have been incident to real property law since it first took shape in reports, commentaries and text books. In fact, the Bill appears to proceed upon lines which have already won the approval of Parliament and conveyancers. At present the familiar forms of dealing with land are by way of strict settlement and trust for sale. To a strict settlement—and not, indeed, to this alone—Parliament has already applied the principle that the *dominus pro tempore* shall have an overriding power of disposition, and that all interests shall attach to the proceeds of sale, which, for the proper protection of such interests, do not go into the lands of the *dominus pro tempore*, but into the hands of trustees; and it is now proposed that these trustees, save where a corporation is trustee, must be not less than two in number (Sched. V., par. 10 (1) (c)). By the last provision the protection of the equitable interests is strengthened; otherwise the principle of the Bill is that of the Settled Land Acts, but there are provisions for making it clear who is the *dominus pro tempore*, and who are the trustees. These, which are essential to the scheme and will be noticed later, are introduced in the interest of facility of transfer. The other mode of dealing with property is by way of trust for sale, and this has been devised by conveyancers with exactly the same object as the object of the Bill—to keep the trusts off the title. The same object, too, is always aimed at when trust money is invested on mortgage. Everyone knows a trust mortgage when he sees it, but, as it has been said on the Bench, you shut your eyes very tight and pretend not to see.

Now the curtain provisions do no more than universalize this process. Once grant—and we have adopted this as the basis of discussion—that the only legal estate is to be the fee or a term, and it is merely a question of how all other interests are to be brought within either a settlement or a trust for sale. This is effected for existing interests by clause 3 of the Bill, and for future interests by clause 4. Clause 3 first deals with trusts for sale, either express or arising under the Bill. Express trusts for sale are, as just pointed out, already familiar, and they are in wide operation. An example of a trust arising under the Bill is the trust for sale which is to exist wherever land is held in undivided shares (Sched. III. par. 1). Mr. BENN says that the difficulties arising from undivided shares are much exaggerated. We doubt it. Such division often exists in the case of small properties, and a partition action proves an intolerable burden. If persisted in, it will eat up a large portion, possibly the whole, of the property. To avoid this, it frequently ends in a compromise, or the parties may be driven to stop the action and dispose of the property in the best way they can. We have in mind an example of each class. Under clause 3 a trust for sale arises also where a personal representative holds land, not being settled land. Where the machinery of a trust for sale cannot be made use of, then resort is had to a settlement, and under clause 3 (3) all the interests which have been by the Bill converted into equitable interests will take effect as though they had been limited by a settlement. All this seems far from introducing complexity or interfering with existing rights. In the case of any particular land, all the purchaser is concerned with is to know who has the legal estate and the power of disposing of it. All that the beneficiaries are concerned with is to know whether their interests are protected by a trust for sale or a settlement. The nature of the protection available, beyond that afforded by the trustees, we will consider later.

In accordance with the principles we have just stated, clause 4 provides, by sub-clause (1), that an equitable interest shall only be capable of being created—primarily—by trust for sale or settlement. Then there are the further cases of a statute—which, unless it creates a trust for sale, is to rank as a settlement—a deposit of documents, or a restrictive covenant. The creation of an equitable interest by deposit of documents is supported by the provision of clause 3 (6) (ii)—that the purchaser of a legal estate shall not be freed from the obligation to ascertain that the documents of title are in the proper custody. And, then, sub-clause (2) goes on to provide that certain equitable interests shall only be capable of being created as allowed by sub-clause (1). These are the usual limited interests, in possession and remainder, and interests arising under springing and shifting trusts—there will be no "uses"—and executory devises and bequests. It may be convenient to specify these, but it does not appear to be necessary. We gather that there is in fact no restriction on the nature of the equitable interests which can be created—subject to any special rules of law, such as the rule against perpetuities—though they must be created by trust for sale or settlement. But if an interest is not so created, it will not fail. Under clause 4 (3) the instrument creating it will operate as an agreement for value to give effect to the transaction by means of a trust for sale or a settlement.

Mr. BENN objects to all this as interfering with the existing freedom of dealing with land, and no doubt any specific objections which can be made to clause 4 will be attended to; but in fact it is required for giving effect to the fundamental principle that a purchaser shall have to deal only with the estate owner, and that equitable interests shall be protected by a trust for sale or a settlement. The provision for allowing interests improperly created to take effect as contracts is one well known to the law. Thus a lease which is void as such for not being under seal is treated as an agreement for a lease: *Parker* v. *Taswell* (2 De G. & J. 559). And it is in accordance with the general rule that a deed failing in its primary intention shall, if possible, have effect given to it in some other way: Shep. Touch. 82; *per* Lord MANSFIELD in *Good-*

title v. *Bailey* (2 Cowp. 597, 600). The same expedient was made use of in Mr. WOLSTENHOLME'S Bill. Ineffectual dispositions by an estate owner were to operate as declarations of trust to give effect to fiduciary rights corresponding to the interests which he purported to create (clause 8). The object of the draftsman has been, not only to lay down principles which shall result in a scheme easy to work in practice, but also to protect practitioners and the public against the consequences of any mistakes in the application of the principles.

We have referred to Mr. BENN'S objection that the provisions of the Bill are complicated. Possibly this is an objection which lies against much legislation. Finance Acts and the Income Tax Act are not exactly easy reading, and any one who has followed the proceedings before the Income Tax Commission will know that income tax law was treated as a matter for experts—that is, in troublesome cases. But in ordinary cases we all of us manage to fill up our forms without much difficulty. In other departments there are statutes which are troublesome to read, and, when it comes to doubtful cases and litigation, troublesome to construe—National Insurance Acts, Education Acts, Housing Acts, and Acts connected with local government generally. They are matters for experts, and yet in ordinary life common people get on with them well enough. No doubt we have to rise to the level of a county court judge to understand the Increase of Rent Act, but that is only a temporary embarrassment. It is, perhaps, not surprising that Part I. of the Bill, which seeks, not, indeed, to relay the foundations of the law of real property but to remodel its machinery, should present food for reflection, but the test is whether it will result in simplicity in practice. That, as we have said, requires for the answer a broad view and a touch of imagination. (*To be continued.*)

The Statutory Tenancy Under the Rent Restriction Act, 1920.

IV.—TERMINATION OF THE STATUTORY TENANCY.

NEXT in logical importance to the modes of forming any contract come the modes of dissolving it. Since the new statutory tenancy is a "constructive contract," it is necessary to consider the ways in which it may be dissolved as well as those in which it may be formed. The latter involved chiefly questions of principle. The former is largely a matter of detail, provided for at length in the statute itself.

(1) *Modes of Terminating the Tenancy.*—It will be convenient if we begin by enumerating all the possible modes of terminating the statutory tenancy, and then discuss more fully the only one that is in practice important, namely, that provided in section 5 of the statute. The following classification seems fairly exhaustive:—

(i.) The statutory tenancy may be determined by the recovery of possession by the landlord in any of the cases permitted by the Act. Even then, if the landlord re-lets to a new tenant premises once caught by the Act, the new tenancy also is bound by the Act. For the statute binds the premises, not merely the parties, provided always there is a "letting." But once the landlord has recovered the premises into his own hands, he need not re-let them, and is scarcely likely to do so. The economic advantage of selling rather than letting is obvious. He can therefore do one of at least three things, none of which lets in the statute:—

(*a*) He can sell the house outright to a purchaser who intends to reside therein himself.

(*b*) He can sell the house to a purchaser who pays for it by instalments, subject to a mortgage until the last instalment is paid. It is true that such a mortagagor-purchaser, once he comes into possession, is in theory of law a tenant at will of the mortgagee, but this relationship has not been created by a "letting," nor is there a "rent," so that the statute can scarcely be applicable.

(*c*) He can use the house as the residence of a caretaker or servant, whose right to use the dwelling is concurrent with the duration of his contract of employment; here there is no "letting," and therefore the Act does not apply: *National Steam Car Co.* v. *Barham* (122 L. T. 315).

(ii.) The statutory tenancy may be determined by a surrender of the premises by the tenant. Unless re-let, they are no longer bound by the Act. But the tenant must not merely surrender the premises; he must actually go out. If he "holds on" after the surrender he remains a statutory tenant-at-will. In such case, however, although the Act protects him against ejectment or increase of rent other than as allowed by the Act, it is possible that he is a trespasser, and as such liable to "double rent" under the Distress for Rent Act, 1737: *Flannagan* v. *Shaw* (36 T. L. R. 34—a Court of Appeal decision). The case quoted, of course, was decided under the former Acts, and we have already, in our first article, given reasons for doubting its correctness under the more liberal terms of the present Act.

(iii.) The statutory tenancy may be determined by "forfeiture" on the part of the tenant. Here, if the tenant fails to get relief against his forfeiture in equity, the tenancy as such terminates. But the landlord will not necessarily get ejectment; the present Act restricts his rights. Unless he does so, and if the tenant remains on, there exists a statutory tenancy under the Act.

(iv.) The statutory tenancy is presumably determined by destruction of the subject-matter of the tenancy—*e.g.*, the burning down of the premises. It cannot be the law that the landlord, in the case of a tenancy coming under the Act, is bound to rebuild the premises in order that the tenant may still enjoy possession. But the problem of the respective rights of both parties in such a case, or under any analogous circumstances in fact ousting the tenant by *force majeure*, is not covered by any provision in the Acts or by any case decided under them.

(v.) The statutory tenancy terminates by operation of law on 24th June, 1923, in the case of dwelling-houses, and on 24th June, 1921, in the case of business premises. Needless to say, this provision in the statute is a piece of legislative "temporizing"; it is unlikely that the restrictions of the Act will be removed finally three years hence. Doubtless, before that date arrives a new statute will deal with the matter.

(vi.) Another mode of terminating the statutory tenancy was at one time supposed to exist by many practitioners. Take the case of a lease for a fixed period, say three or seven or twenty-one years, which expires during the currency of the statutes, and which is otherwise within its ambit. In such a case it was often contended that the tenancy does not come under the Act at all, the landlord having no power to eject until the expiry or other earlier termination of the lease, and that therefore the tenant was not protected by the statute on such expiry of his term. The better view, however, has always been that such a tenant, who refuses to quit on the expiry of his term, is in exactly the same position as a tenant on an indefinite short term who receives due notice to quit and refuses to leave; he gets the protection of the statute. For, as we submitted in our last article, every tenancy of premises covered by the Act comes within the statute immediately on its coming into operation; the statutory restriction of the landlord's rights is annexed at once to the premises, although its operation on his rights under the Act cannot take effect until some later date (if any) on which he would at common law have been entitled to possession, but for the statutory restriction of his rights. On the expiry of a fixed lease the landlord's right to possession arises at common law, and is immediately caught by the restrictions of the statute. The matter has been inferentially decided in this sense by Mr. Justice GREER in *Vernon Investment Association* v. *Welch* (63 SOLICITORS' JOURNAL, 643; 35 T. L. R. 511).

Just one other comment is necessary here. Although the landlord is actually entitled to possession at common law, either at the expiry of a fixed term, or after notice to quit in the case of a periodic tenancy, and although he obtains a statutory order for possession under the Act against the tenant, yet the premises may still remain bound by the statutory tenancy. For the tenant may have "lawfully sub-let" a part

of the premises—perhaps the whole—to a sub-tenant, who is not in default, and may have so sub-let them before the proceedings for recovery of possession were taken. In such a case the sub-tenant retains the protection of the statutory tenancy under section 5 (5) of the Act. But note—

(*a*) There must be a "lawful" sub-letting to him. A sub-letting in breach of covenant not to sub-let is not lawful. Such a sub-tenant would not be protected: *Cottell* v. *Baker* (*ante*, p. 276; 1920, W. N. 46).

(*b*) The sub-letting must have taken place before the commencement of proceedings for recovery of possession (section 5 (5)).

(vii.) Another possible mode of terminating the statutory tenancy is its annulment under the powers conferred on the Court by the Courts (Emergency Powers) Acts, for these powers extend to contracts of tenancy (*Boyce* v. *Hill*, 1918, 2 K. B. 616), and their exercise is not affected by the additional power of interference with tenancies conferred by the present Act (section 6), except, of course, those sections which are repealed by the Second Schedule to this Act, and which are not here relevant. But the powers of interference by the Court under the Courts (Emergency Powers) Acts are limited to certain specific cases of serious hardship, and are rather intended for the protection of tenants than for the protection of landlords: *Cody* v. *Copland* (63 SOLICITORS' JOURNAL, 760). Still, this power of annulling contracts ought not to be overlooked; it is a possible mode of terminating a statutory tenancy.

Amongst the seven actual or theoretical possible ways just enumerated by which a statutory tenancy may be terminated, the only really important one is, of course, the first. The powers of recovering possession conferred on landlords by section 5 will in most cases be the machinery by which the constructive contract actually is determined. It is therefore necessary to consider these powers at somewhat greater length. But first it will be useful to conclude this article by quoting the statutory provisions setting forth this machinery. Comment upon them must be reserved for our next article.

(2) *Order for Recovery of Possession.*—The following are the cases under which an order for the recovery of possession can be obtained under the statute:—

(i.) Where "any rent lawfully due from the tenant has not been paid, or any other obligation of the tenancy (whether under the contract of tenancy or under this Act) so far as the same is consistent with the provisions of this Act has been broken or not performed" (section 5 (1)).

(ii.) "The tenant or any person residing with him has been guilty of conduct which is a nuisance or annoyance to adjoining occupiers, or has been convicted of using the premises or allowing the premises to be used for an immoral or illegal purpose, or the condition of the dwelling-house has, in the opinion of the Court, deteriorated owing to acts of waste by or the neglect or default of any such person" (*ibid.*).

(iii.) "The tenant has given notice to quit, and in consequence of such notice the landlord has contracted to sell or let the dwelling-house or has taken any other steps as the result of which he would, in the opinion of the Court, be seriously prejudiced if he could not obtain possession" (*ibid.*: see also *Green-Price* v. *Webly*, 148 L. T. 158).

(iv.) "The dwelling-house is reasonably required by the landlord for occupation as a residence for himself, or for any person *bonâ fide* residing or to reside with him, or for some person in his whole time employment or in the whole time employment of some tenant from him, and (except as otherwise provided by this sub-section) the Court is satisfied that alternative accommodation reasonably equivalent as regards rent and suitability in all respects is available" (*ibid.*)

(v.) "The landlord is a local authority or statutory undertaking" requiring the premises for some statutory purpose (*ibid.*).

(vi.) "The landlord became the landlord after service in any of His Majesty's Forces during the war and requires the house for his personal occupation, and offers the tenant accommodation on reasonable terms in the same dwelling-house, such accommodation being considered by the Court as reasonably sufficient in the circumstances" (*ibid.*).

(vii.) "The dwelling-house is required for occupation as a residence by a former tenant thereof who gave up occupation in consequence of his service in any of His Majesty's Forces during the war" (*ibid.*).

A new departure of importance in the present Act may be noted here: the Court is given a new and wide discretion as to exercising its power under the Act, for in all the above cases the Court need not make an order unless it thinks the order reasonable (section 5 (1): see *Benabo* v. *Horseley* (reported elsewhere).

(*To be continued.*)

CASES OF LAST SITTINGS.

Court of Appeal.

WHITE *v.* **RILEY and WOOD.** No. 1. 21st, 22nd, 23rd and 26th **July.**

TRADE UNION—RIVAL UNIONS—WORKMEN REQUIRED TO LEAVE ONE AND JOIN ANOTHER TRADE UNION—NOTICE OF INTENTION TO STRIKE—REFUSAL BY WORKMAN—DISMISSAL BY EMPLOYERS—THREATS—PROCURING BREACH OF CONTRACT—TRADES DISPUTES ACT, 1906 (6 ED. 7, C. 47), SS. 3, 5.

The plaintiff, a workman in the employment of a firm in the leather trade, belonged to a general trade union, but was requested by his fellow-workmen, all of whom belonged to another society, a craft trade union confined to leather workers, to resign from his own and to join their society. Upon his refusal to do so, a meeting was held, and a notice, signed by a defendant, was sent to the employers informing them that the men would cease work unless the plaintiff either left the employment or joined the craft union. The employers thereupon dismissed him from their employment. In an action by the plaintiff for an injunction and damages,

Held, reversing Astbury, J. (ante, *p.* 497), *that on the evidence the defendants had done nothing more than they were lawfully entitled to do; that they had not conspired to injure him, or to obtain his dismissal without notice from the employment, and had not procured a breach of his contract of employment. There being no cause of action against the defendants, the Trades Disputes Act*, 1906, *did not apply to the case, although it arose out of a trade dispute within the Act.*

Valentine *v.* Hyde (1919, 2 *Ch.* 129) *disapproved.*

Hodges *v.* Webb (1919, 2 *Ch.* 70) *approved.*

Appeal by the defendants from a decision of Astbury, J. (reported *ante*, p. 467), granting an injunction and awarding damages. The parties were leather workers in the employment of Messrs. Meek & Dean, curriers, Walsall. The plaintiff, who entered the works in 1915, was a member of the Workers' Union, but all the other employees were members of the Curriers' Society, a trade union 200 years old, admitting only workers in the leather trade belonging to no other trade union. On several occasions the other men endeavoured to get the plaintiff to join their society, but he refused to do so, as it would have involved his resignation from the Workers' Union. In 1919 the defendant Wood, who was a member of the Curriers' Society executive, entered the works. In November, 1919, a shop meeting was held, and it was agreed that the plaintiff must join the Curriers' Society. The following letter was then written, signed by the defendant Riley, who was the oldest employee, and sent to the employers on 26th November:—"Sirs,—We hereby give you notice that we shall cease work on Friday next unless E. White joins our society or leaves your employment. Signed on behalf of the shop.—W. Riley." The letter was shewn to the plaintiff, and was afterwards handed to Mr. Meek, one of the partners in the firm, who told Riley that he would see the plaintiff, as he was not going to have the works upset by one man. Riley reported this to the shop on the same day. On 1st December the employers made it known to the shop that they were anxious for the dispute to be amicably settled. On 5th December, at a branch meeting of the executive of the Curriers' Society in the district, the view was expressed by the members present that the strike notice of 28th November should be withdrawn or deferred; but at a meeting of the shop the men voted against this course, and the employers were informed that the men would not work with the plaintiff after 6 p.m. on that day. The plaintiff was thereupon dismissed without notice, the men agreeing to indemnify the employers for the week's wages due to the plaintiff in lieu of notice. The plaintiff alleged that the defendants severally and conspiring in combination by threats, intimidation and coercion procured and caused his employers to threaten to terminate their contract of employment with him, and to terminate it on 5th December, 1919. Astbury, J., found on the facts that the defendants were guilty (i) of conspiring by threats to injure the plaintiff by obtaining his dismissal from his employment because he would not leave his own union and join the Curriers' Union; and (ii) of inducing and intentionally obtaining severally and in combination a direct breach by the employers of the plaintiff's agreement of service, and that the plaintiff had suffered damage by reason of the defendants' tortious and wrongful acts. He further held that there was no trade

dispute within the meaning of the Trade Disputes Act, 1906. He therefore gave judgment for the plaintiff and assessed the damages at £75. The defendants appealed.

THE COURT allowed the appeal.

Lord STERNDALE, M.R., said that the question was whether the evidence supported the first finding of malicious and wrongful conspiracy to injure. He (his lordship) thought that it did not. If there was a finding of fact based on contradictory evidence, in which the judge said that he believed one side and not the other, it would be one that ought not to be disturbed. He had looked through all the evidence with some care, and he could not find that the witnesses on each side differed on any material point. There was some difference, but only on very small points. His lordship then reviewed the facts of the case from the date of the plaintiff's entering the Leamore Works, and said that the learned judge had found that the defendant Wood was the real cause of all the trouble. He (his lordship) accepted that finding, but only in the sense that Wood, being a member of the executive of the Curriers' Union, was more anxious than the other men that the union should insist on the plaintiff's becoming a member of it. If it meant that he stirred up mischief from any personal motive against the plaintiff, there was no evidence to support the finding. There was no evidence of any personal feelings at all in the shop. His lordship then referred to the events of November, 1919, and read the letter sent to the employers on 28th November. He said that on 5th December a meeting was held of masters and men in the curriers' trade in the Walsall district, but the masters refused to go on with the conference until the notice of 28th November was withdrawn. The Curriers' Society said they could not withdraw the notice without the consent of the shop, but the shop declined to withdraw it. The result was that the employers, finding that the notice would not be withdrawn, gave notice suspending the plaintiff, and afterwards discharged him. There was no direct evidence what were the terms of the plaintiff's employment, but he was a pieceworker, and it was assumed throughout the case by both sides that he was working on terms which would entitle him to a week's notice, or a week's wages in lieu of notice; and therefore if he got a week's wages, there would be no breach of contract. It might be, however, that he was not entitled to any notice at all. After the employers received the letter from the defendant Riley, notice might have been given to the plaintiff terminating his service on 5th December, but the men knew that such notice was not given, and the question arose as to the week's wages. The men then authorized the employer to stop the money out of their own wages in order to pay the plaintiff for his week in lieu of notice. The question was whether upon that evidence the finding of the learned judge—that there was a wrongful conspiracy to threaten and intimidate the employers—could be supported. There was no act amounting to a threat apart from the letter and the refusal to withdraw it; nor was there any conduct by the defendants from which any threat or intimidation could be inferred. It was clear that the mere statement of a number of workmen that they would not work with a certain other workman was not by itself actionable: *Allen* v. *Flood* (1898, A. C. 99). Men had a right to refuse to work with a man, and to tell the employer what they proposed to do. He could find nothing more in the present case than the statement made to the employers that if the plaintiff did not join the Curriers' Society they would not work with him. The master dismissed the plaintiff rather than have his whole business upset. That was not by itself actionable. On the second ground it was not enough to shew that the defendants procured a breach of contract; they must have done so intentionally. Here all the parties thought there was no breach of contract, as the men said that they would find the week's wages themselves. It was not the true view that the men had agreed to indemnify the master against his liability for damages for breach of contract. As a matter of fact, the week's wages were never paid, but through no fault of the men. There had been a good deal of discussion of the Trades Disputes Act, 1906. His lordship read sections 1 and 3 of the Act, and said that, assuming that there was a breach of contract in getting rid of the plaintiff without paying him his week's wages, that would be within the protection of the Act if there was a "trade dispute" within the meaning of section 5 (3), which said that the expression "trade dispute" meant any dispute "between employers and workmen or between workmen and workmen, which is connected with the employment or non-employment, or with the terms of the employment, or with the conditions of labour of any person." It was suggested that the words "which is connected with the employment" did not apply to disputes between workmen and workmen, but his lordship could not follow that reasoning. Whether there was a "trade dispute" here was a question of fact, and no general rule could be laid down which could be used as a guide in every case of the kind. He (his lordship) thought that there was such a dispute in the present case, between workmen and workmen in the shop, because of the restriction put upon the plaintiff's employment by the Curriers' Society. It was said, however, that that conclusion was inconsistent with the decisions in *Conway* v. *Wade* (1909, A. C. 506) and *Giblan* v. *National Amalgamated Labourers' Union* (1903, 2 K. B. 600), but in those two cases the matters complained of were matters in respect of the personal conduct of certain members of the unions in question. He (his lordship) much preferred the reasoning of Peterson, J., in *Hodges* v. *Webb* (1920, 2 Ch. 70) to that of Astbury, J., in *Valentine* v. *Hyde* (1919, 2 Ch. 129). The respondents were bound in their argument to go the length of saying that the Act did not apply to a similar dispute between union men and non-union men. It was quite possible that the extension of the trade union law by the Act of 1906 to disputes between workmen and workmen had produced results which were not anticipated, and might be deplored, by trade unionist workmen as well as employers. It was unnecessary to decide whether there was any dispute between employers and workmen within the meaning of the Act in the present case. The appeal, therefore, would be allowed, and judgment entered for the defendants.

WARRINGTON and YOUNGER, L.JJ., delivered judgment to the same effect, the latter observing that it was not a case where there was any real dispute as to the facts, but one where the facts and the inferences to be drawn might strike different minds in quite different ways. But the Court must not be influenced by any prepossession in favour of any particular trade union policy: *Allen* v. *Flood* (*supra*, per Lord Herschell, at p. 142).—COUNSEL, *Micklem*, K.C., and *Howard Wright*; *Luxmoore*, K.C., and *H. H. Slesser*. SOLICITORS, *Stooke-Vaughan*, *Taylor*, & *White*; *Gibson* & *Weldon*, for *Randle J. Evans*, Wolverhampton.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

RENION *v.* CITY OF LONDON REAL PROPERTY CO. (LIM.). No. 2. 30th July.

LANDLORD AND TENANT—BUSINESS PREMISES—EXPIRY OF TERM IN JUNE, 1920—PEACEABLE ENTRY—NEW ACT COMING INTO FORCE AFTER EXPIRATION OF TENANCY—STATUTORY TENANCY—"TENANT"—"LETTING" OF PREMISES—INJUNCTION—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACT, 1920 (10 & 11 GEO. 5, c. 17), SS. 5, SUB-SECTIONS (1) (2) (3); 12 (2) AND 15.

The respondent became the tenant of certain business premises under an agreement with the appellants, on a quarterly tenancy, which began on 25th December, 1915. His tenancy was terminated by a valid notice to quit expiring on 24th June, 1920. He did not give up possession, but continued to stay on. The Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, the first Restriction Act applying to business premises, came into force on 2nd July, 1920. On that day, after the respondent had locked up and left the premises, the landlords caused the locks to be broken, and took possession.

Held, that the respondent was a "tenant" within the meaning of, and entitled to the protection of the new Act, and was, therefore, entitled to an injunction to restrain the appellants from interfering with his possession of the premises.

Appeal by the defendant company from an order of McCardie, J., in chambers. He was in possession of two rooms, used for business purposes, on 2nd July, 1920, when the Increase of Rent, &c., Act, 1920, came into force. He had gone into possession under an agreement with the landlords on a quarterly tenancy, commencing on 25th December, 1915, and had received a valid notice to quit the premises on 24th June, 1920. The premises were not before 2nd July the subject matter of any Rent Restriction Act. The plaintiff had stayed on in possession after his tenancy had expired; he had been asked to leave by his landlords, and had referred them to his solicitor, and some time on the night of 2nd-3rd July the landlords had broken the locks and entered the premises in his absence and taken possession. The question was whether his tenancy by agreement having expired at a time when no Rent Act gave him any right to stay on, and the landlords having got into the premises without any assistance from the Court, he could claim any right to stay on or to ask the Court to restrain the landlords from interfering with his possession. It was contended by the defendants that the tenant was not protected by the Act of 1920, because (1) the only protection given by that Act was contained in section 5, which was confined to orders or judgments for the recovery of possession or for ejectment; (2) because by section 12 (2) the Act only applied to houses which were "let" on 2nd July; and (3) because the tenant did not, on 2nd July, within section 15, retain possession "by virtue of the provisions of the Act." McCardie, J., granted the tenant an injunction, restraining the defendants from interfering with his possession of the premises. The defendants appealed.

BANKES, L.J., giving judgment, said that on 2nd July, after the plaintiff had left the premises and locked them up, the defendants caused the locks to be broken and took possession. On 8th July the plaintiff commenced this action, claiming an injunction and damages, upon the ground that he was entitled to the benefit of the Increase of Rent Act, 1920, which came into force the same day as the defendants took possession. In no ordinary sense of the word was the plaintiff a tenant then, because his term had expired. His landlords had endeavoured to get him to go out. He was not even a tenant at sufferance. It was, however, clear that in all the Rent Restrictions Acts the expression "tenant" had been used in a special, a peculiar sense, and as including a person who might be described as an ex-tenant, someone whose occupation had commenced as tenant and who had continued to occupy without any legal right to do so, except possibly such as the Acts themselves conferred upon him. Therefore, on the coming into operation of the new Act, the plaintiff became a tenant within the meaning of that expression in the Act, and as the Act for the first time included business premises within its protection, the premises were not excluded on the ground that they were business premises only. It was, however, contended that the plaintiff did not come within the protection of the Act for three reasons, stated above. If the three sections referred to were each to be treated separately there would be much force in the defendants' contention as to the literal construction to be placed upon the language used in them. They could not, however, be

so treated. They formed part of the statute, and they must not only be read together, but as forming part of an entire whole. He thought that section 15 might, however, be construed as intending to supply something that was wanting in the previous Act, namely, an indication as to the legal position of a person who continued to occupy the premises merely by reason of the protection afforded by those Acts. The opening words described the person to whom the conditions of statutory tenancy applied—a tenant who, by virtue of the provisions of the Act, retained possession of a dwelling-house to which the Act applied. In section 5, apparently the Legislature contemplated eviction by legal process only. A person, therefore, who was protected by the Act from eviction by legal process from his dwelling-house might not inaccurately be described as a person who, by virtue of the Act, retained possession of his dwelling-house. The plaintiff being obviously a person protected by section 5 from eviction by legal process, came within the description contained in section 15, and was, therefore, entitled to the benefit of the Act, assuming that his premises came within the statute. A similar construction must be placed upon the expression "let" in section 12 (2). It cannot be confined to premises in respect of which a letting was in existence at the time when the protection of the Act was claimed. It must be read as sufficiently elastic to include the letting under which the tenant who claimed the protection of the Act became tenant. The appeal failed, though the form of the injunction would be confined to an injunction restraining the defendants from interfering with the plaintiff in his occupation of the premises.

SCRUTTON, L.J., gave judgment to the same effect.

ATKIN, L.J., agreed.—COUNSEL, for the appellants, *Romer*, K.C., and *Foa*; for the respondent, *Disturnal*, K.C., and *Wallington*. SOLICITORS, *Vincent & Vincent; Cohn, Seligman & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

A. H. ALLEN & CO. (LIM.) v. WHITEMAN. Eve, J. 30th June.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—CONTRACT BY CORRESPONDENCE—CONCLUDED AGREEMENT—STATUTE OF FRAUDS—AGENTS' AUTHORITY.

In a purchaser's action for specific performance, the defendant alleged that there was no concluded contract, that the agreement did not satisfy the requirements of the Statute of Frauds, and that the estate agents had no authority to enter into the contract.

Held, on the facts, that none of these defences had been established, and that the plaintiff was entitled to specific performance.

This was a purchaser's action for specific performance. The vendor, Mrs. Whiteman, was selling as mortgagee, and her position was somewhat unusual in that she had found a second purchaser, the second defendant, who was willing to give a higher price for the property, and to indemnify her against any claim by the plaintiff, and on these terms the property had been conveyed to him. The contract relied upon was said to be contained in the correspondence between the plaintiff and the vendor's agents, Messrs. Hooker & Rogers. The defences to the action were three in number. It was alleged that the correspondence disclosed no concluded agreement, that the agreement did not satisfy the Statute of Frauds, and that the agents had no authority to act. On the 10th February, 1919, Hooker & Rogers wrote to the plaintiffs: "We submitted your offer of £400 to our client, who will not accept it, but we are now authorized to close with you if you will increase your offer to £450." On the 14th February the plaintiffs wrote to the agents: "We are prepared to accept your offer of this property, agreeing to the price of £450. Kindly forward the contract in due course." On the 17th February the agents wrote to the plaintiffs: "We are obliged by your letter of the 14th inst., and note that you agree to buy the property for £450. It is understood that you take over the property as it stands, and that you will in due course fence it in if the local authority persists in requiring it to be done. We have written to the solicitors to let us have contract."

EVE, J.—Those are the letters, and *primâ facie* they amount to a concluded and unconditional contract, but it is said that there was no agreement to buy or sell, but only a consensus as to the price to be paid if an agreement should thereafter be come to. This was a case in which it was left to the Court to decide whether on the true construction of the letters any concluded agreement was come to. That it is resolved into a question of construction in cases where there is no condition is clear from what was said by Sir George Jessel, M.R., in *Crossley* v. *Maycock* (L. R. 18 Eq. 180), and the judgments in *Winn* v. *Bull* (7 Ch. D. 29) and *Von Hatzfeldt-Wildenburg* v. *Alexander* (1912, 1 Ch., at p. 288). The defendants argue that the only agreement come to was an agreement as to the price, and that the transaction was conditional on the execution of a formal agreement. It was true that in the letter of the 10th February the price was the only matter in terms referred to, but the expression "to close with you" is an ambiguous one, and although this letter and the reply amount to a consensus as to price it is not equally clear that they do not go farther. I think they do, and the question then arises whether a condition was introduced by the words "Kindly forward the contract in due course." The letters are not easy to construe, and there is much to be said for the view that no concluded agreement was contemplated, except as to price. But in *Bonnewell* v. *Jenkins* (8 Ch. D. 70) Fry, J., says "The true rule for construing an instrument is to consider what the writer must have conceived that the reader would understand from it." In my opinion, the letters do not displace the *primâ facie* impression that they disclose a concluded contract. Then comes the question whether there was a condition introduced by the words, "Kindly forward the contract in due course." I do not think there was. I regard the letter as an unqualified acceptance, supplemented by a request to have the contract thereby concluded reduced into a formal shape. It is said that the Court ought to look at the subsequent correspondence, and if it shewed that the parties were still negotiating the Court ought to conclude that no bargain had in fact been come to on the 17th February. This argument is no doubt sound, but the subsequent correspondence shews clearly that both parties treated what had been done as amounting to a concluded contract, and I so hold. That brings me to the next question whether the contract satisfied the Statute of Frauds. It was said that it does not, because the correspondence does not sufficiently disclose the identity of the vendor. Counsel admits that it is not necessary that the name of the vendor should be mentioned if a sufficient description is given to render identification certain, but he says the words "our client" are not sufficient. I agree with him on this point, but in the letter of 17th February, Mr. Whiteman is stated to be the husband of the vendor, and that is, in my opinion, sufficient. Further, it appears in the particulars of sale, that the property is being sold by order of "the mortgagees," and that is clearly sufficient. The last question is whether the agents had authority to enter into the contract. (His lordship reviewed the evidence, and concluded:) I hold, therefore, that there was authority to enter into the contract, and that the plaintiffs are entitled to specific performance. The property must be conveyed to the plaintiffs, and should any question of form arise, it will be dealt with in chambers.—COUNSEL, *Wilson*, K.C., and *Hodge; Clayton*, K.C., and *C. D. Myles*. SOLICITORS, *Church, Adams, Prior, & Co.*, for *Marshall & Liddle*, Croydon; *Lees Smith & Tetlow*, for *S. W. Hobbs & Young*, Lewes.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—King's Bench Division.

BENABO v. HORSELEY. Div. Court. 28th July.

LANDLORD AND TENANT—RECOVERY OF POSSESSION—ARREARS OF RENT—"CONTINUES TO PAY RENT"—"PROCEEDINGS PENDING IN ANY COURT"—NEW TRIAL—INCREASE OF RENT AND MORTGAGE INTEREST (WAR RESTRICTIONS) ACT, 1915 (5 & 6 GEO. 5, c. 97), s. 1, SUB-SECTION (3)—INCREASE OF RENT, &C. (AMENDMENT) ACT, 1919 (9 & 10 GEO. 5, c. 90), s. 1, SUB-SECTION (1)—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACT, 1920 (10 & 11 GEO. 5, c. 17), s. 5, SUB-SECTION (1); s. 19, SUB-SECTION (3).

In an action in the county court for recovery of possession of a dwelling-house under the Increase of Rent, &c. (War Restrictions), Act, 1915, the county court judge held that the tenant, although he was in arrears with his rent, was entitled, on giving an undertaking to pay the rent in the future, to the protection of section 1, sub-section (3), of that Act. On appeal from this judgment,

Held, that the Act did not protect a tenant who was in arrears with his rent at the commencement of the action for possession; and also that as the Increase of Rent, &c. (Restrictions) Act, 1920, had come into force since the county court judge's decision, the Divisional Court was enabled by that Act to send the case back for the county court judge to decide whether it was reasonable under section 5, sub-section (1), to make an order for possession.

Appeal by the plaintiff from the Bow County Court. The plaintiff was the owner of a dwelling-house in Stepney, which he let to the defendant on a weekly tenancy at the rent of 10s. 2d. The plaintiff claimed to recover possession on the ground that the defendant was

twelve weeks in arrears in the payment of the rent. The action in the county court commenced on 17th April, 1920, the Rent Restriction Act of 1919 being then in force, and the plaintiff claimed that the defendant was not protected by section 1, sub-section (1), of that Act, as he had made default in payment of the rent under that sub-section. This sub-section is as follows :—"After the passing of this Act no order or judgment for the recovery of possession of a dwelling-house to which the Increase of Rent and Mortgage Interest (War Restrictions) Act, 1915, ... applies, or for the ejectment of a tenant therefrom, shall be made or given so long as the tenant continues to pay rent at the agreed rate . . . and to perform the other conditions of the tenancy. . . ." At the hearing of the action before the county court judge, on 13th May, 1920, the defendant offered to pay the rent as it fell due in the future; and upon the tenant giving such an undertaking the county court judge refused to make the order, holding that the words "so long as the tenant continues to pay rent" referred solely to acts to be done by the tenant in the future, and had no reference to anything which might have happened in the past. The learned county court judge held that *Bearis* v. *Carman* (1920, W. N. 159, 36 T. L. R. 396) was no longer in point. In that case it was held that the landlord was not precluded from obtaining an order for possession where the tenant had become in arrear, although the tenant, after the issue of the writ, had tendered the amount. That decision was under the Increase of Rent, &c. (War Restrictions), Act, 1915, which had been repealed and superseded by section 5, sub-section (1), of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920. The plaintiff appealed. By section 19, sub-section (3), of the last-mentioned Act, "any proceedings pending in any court at the date of the passing of this Act shall be deemed to have been commenced under this Act." The plaintiff contended that the Act of 1920 did not apply to the present case, as it had been passed since the judgment in the county court; and the court could not send the case back to the county court for rehearing as might be done under the Act of 1920. Further, that the words "pending in any court" only referred to proceedings pending in a court of first instance, and not to proceedings pending in a Divisional Court or the Court of Appeal.

A. T. LAWRENCE, J., said that the judgment of the county court judge in the present case was based upon the construction which he put upon the words, "so long as the tenant continues to pay rent," in section 1, sub-section (3), of the Increase of Rent and Mortgage Interest (War Restrictions) Act, 1915. [His lordship read the section.] In his opinion, the county court judge was wrong in declining to make an order for possession, because he was satisfied that the defendant would continue in future to pay the rent. He was wrong in holding that those words "so long as the tenant continues to pay rent" applied only to something to be done by the tenant in the future—that was to say, future to the time when he was dealing with the case. In so holding the county court judge ignored the ordinary rule of construction that a statute speaks from the date of its passing as an Act. He also ignored the words, "continues to pay." The statute meant that a tenant was not to be turned out of a house if he was performing the conditions of the tenancy, including the condition as regards the payment of rent. The judge ought, therefore, to have made an order for possession. By section 5, sub-section (1), of the Act of 1920, "no order or judgment for the recovery of possession of any dwelling-house . . . . shall be made or given unless (*a*) any rent lawfully due from the tenant has not been paid." The effect of the Act of 1920 was to enable that court to send the case back to the county court judge, who would have to apply the 1920 Act to it. It had been contended for the plaintiff that the words "any proceedings pending in any court" in the Act of 1920 meant any proceedings pending in any court of first instance, and that the appeal could not, therefore, be deemed to have commenced under the Act. But it appeared to him that the phrase "in any court" was intended to give any tenant the benefit of that Act if he were a party to any proceedings in any court. When the case came again before the county court judge, he would have to take into consideration sub-section (1), of section 5, of the 1920 Act, and decide whether it was reasonable, in all the circumstances, to make an order for possession. He would have to take into consideration not only the fact that the Act had not been complied with by the non-payment of rent, but also every other matter which could guide him, including the position of the tenant, and also of the landlord. The case must go back to the county court for the judge to deal with it accordingly.

ACTON, J., agreed.—COUNSEL, *Quass*, for the plaintiff; defendant in person. SOLICITOR, *H. S. Baron*.

[Reported by G. H. KNOTT, Barrister-at-Law.]

New Orders, &c.

New Statutes.

On 16th August the Royal Assent was given to—
Appropriation Act, 1920.
Maintenance Orders (Facilities for Enforcement) Act, 1920.
Duplicands of Feu-duties (Scotland) Act, 1920.
Representation of the People (No. 2) Act, 1920.
Pensions (Increase) Act, 1920.
Telegraph (Money) Act, 1920.
Resident Magistrates (Ireland) Act, 1920.
Merchant Shipping (Scottish Fishing Boats) Act, 1920.
Post Office and Telegraph Act, 1920.
Census Act, 1920.
Census (Ireland) Act, 1920.
Firearms Act, 1920.
Fertilizers (Temporary Control of Export) Act, 1920.
Public Libraries (Scotland) Act, 1920.
Dangerous Drugs Act, 1920.
Ministry of Food (Continuance) Act, 1920.
Indemnity Act, 1920.
Blind Persons Act, 1920.
Mining Industry Act, 1920.
Duchy of Lancaster Act, 1920.
Ready Money Football Betting Act, 1920.
Jurors (Enrolment of Women) (Scotland) Act, 1920.
Seeds Act, 1920.
Mayor's and City of London Court Act, 1920.
and to a number of Provisional Orders and local and private Acts.

The Chancery of Lancashire (Solicitors' Remuneration) Rules, 1920.

The Right Honourable David Alexander Edward, the Earl of Crawford and Balcarres, Chancellor of the Duchy and County Palatine of Lancaster, with the advice and consent of Roger Bernard Lawrence, Esquire, K.C., Vice-Chancellor of the said County Palatine of Lancaster and with the approval of the authority empowered to make Rules for the Supreme Court, doth hereby in pursuance of the powers and authorities in that behalf given to him by the Chancery of Lancaster Acts, 1850 to 1890, and in pursuance and execution of all other powers and authorities enabling him in that behalf order and direct as follows:

1. So long as Rule 10 (*b*) of Order 65 of the Rules of the Supreme Court remains in force the total in any Bill of Costs of the fees prescribed by the Orders as to Solicitors' costs under the Court of Chancery of Lancaster Act, 1850, and the Court of Chancery of Lancaster Act, 1854, of the 27th and 28th day of November, 1884 (as distinct from payments) shall in respect of business done in any cause or matter in the Court of Chancery of the County Palatine of Lancaster after the 31st day of August, 1919, be increased by thirty-three-and-one-third per centum, and such increase shall be allowed upon any taxation of costs in respect of any such business as well as between party and party as between solicitor and client and in taxations under or pursuant to the Solicitors Act, 1843. The increase hereby authorized is not to affect the question whether a bill of costs is or is not less by one-sixth part than the bill delivered sent or left.

Provided that this Rule shall not

(*a*) affect any power to direct payment of a fixed or gross sum in respect or in lieu of costs or

(*b*) apply to bills of costs which have at the date on which this Rule comes into operation already been delivered to the client sought to be charged therewith or to the person chargeable therewith or liable therefor or to bills then already taxed and certified or allowed.

2. These Rules may be cited as the Chancery of Lancashire (Solicitor s Remuneration) Rules, 1920.

It is hereby certified under the Rules Publication Act, 1893, that on account of urgency the above Rules shall come into immediate operation and the said Rules shall come into operation on the 2nd day of August, 1920, as Provisional Rules.

20th July.

1. From and after the coming into force of this Order the directions contained in so much of the first part of the Schedule to "The Order as to Court Fees, 1884," as is set forth in the first part of the Schedule hereto shall be deemed to be cancelled and the direction set forth in the second part of the Schedule hereto shall be substituted therefor.

2. This Order may be cited as "The Order as to Court Fees, 1920."

The Schedule before referred to.

PART 1.

	£ s. d.	£ s. d.
Upon every investment, for every £10, and fraction of £10, of money invested, and upon every sale, for every £10, and fraction of £10, of stocks, funds, or securities sold (such stocks, funds, or securities to be assessed at the nominal amount thereof) and the same fees to cover all bankers' and brokers' commissions when payable	0 0 6	0 0 6

PART 2.

Upon every investment, for every £10, and fraction of £10, of money invested, and upon every sale, for every £10, and fraction of £10, of stocks, funds, or securities sold (such stocks, funds, or securities to be assessed at the nominal amount thereof) exclusive of all bankers' and brokers' commission of and when payable ...	0 0 6	0 0 6

It is hereby certified under the Rules Publication Act, 1893, that on account of urgency the above Rules shall come into immediate operation, and the said Rules shall come into operation on the 2nd day of August, 1920, as Provisional Rules.

20th July.

Approved by the Rule Committee of the Supreme Court.

Sheriff, England—Poundage and Fees.

ORDER, UNDER SECTION 20 (2) OF THE SHERIFF'S ACT, 1887 (50 & 51 VICT. C. 55), FIXING THE FEES TO BE TAKEN BY SHERIFF OR SHERIFF'S OFFICERS CONCERNED IN THE EXECUTION OF WRITS OF FIERI FACIAS.

I, Frederick Lord Birkenhead, Lord High Chancellor of Great Britain, by and with the advice and consent of the undersigned Judges of the Court of Appeal and the High Court of Justice and with the concurrence of the Treasury, do hereby in pursuance and execution of the powers given by the Sheriff's Act, 1887, fix the fees set forth in the Schedule hereto annexed as the fees to be demanded, taken and received by any sheriff or officer of a sheriff concrned in the execution of process directed to the sheriff in the several proceedings mentioned in the said Schedule as from the 18th day of July, 1920.

BIRKENHEAD, C.
READING, C.J.
STERNDALE, M.R.
HENRY. A. MCCARDIE, J.

We concur.

J. TOWYN JONES, } Lords Commissioners of
JAMES PARKER, } His Majesty's Treasury.

Dated 8th July, 1920.

Schedule.

TABLE OF FEES.

EXECUTION OF WRITS OF FIERI FACIAS.

1. *For Mileage* to include the mileage of the bailiff or the man in possession, *per mile* from the Sheriff's Officer's residence £0 1 0

When the place at which seizure is to be made is distant more than one mile and a half from the nearest railway station, there may be allowed, in lieu of mileage from the station to that place, out-of-pocket expenses actually and reasonably incurred for conveyance from the station to that place and back to the station.

2. *For Seizure* by the Sheriff's Officer for each building or place separately rated at which a seizure is made, when the sum indorsed on the Writ of Execution :—

does not exceed £100 ... ... £1 1 0
and when it exceeds £100 ... ... £1 11 6

3. *For Work Done* by the Sheriff's Officer in making inquiries as to claims for rent or to the goods, including copying claims and giving the necessary notices to all parties, a sum not exceeding ... £1 1 0

And for all out-of-pocket expenses actually and reasonably incurred in relation to such work, including postage, telegraphic and telephonic messages a further sum not exceeding £1 1 0

NOTE.—The foregoing fees numbered 1, 2 and 3 shall be paid by the execution creditor, and shall not be recoverable by him although the execution proves abortive.

4. For man, or when necessary, men in possession, to provide his or their own board in every case per man per day £0 8 6

5. *For removal of goods or animals* to a place of safe keeping, when necessary, the sum actually and reasonably paid.

6. When goods or animals have been removed, for warehousing or taking charge of the same, the sum actually and reasonably paid.

7. For keep of animals while in the custody of the Sheriff, whether before or after removal, the sum actually and reasonably paid.

NOTE.—No fees for keeping possession of goods or animals to be charged after the goods or animals have been removed.

8. *For Sale or preparation for Sale by Auction.*

(1) *When Sale by Auction takes place.*

(*a*) For commission to the Auctioneer, to include inventory and valuation, compiling catalogue and preparing for sale, 7½ per cent. on the sum realized not exceeding £100, 5 per cent. on the next £900 and 4 per cent. on any sum beyond £1,000.

(*b*) For advertising and giving publicity to the sale, printing catalogues and bills and distributing and posting the same, the sum actually and reasonably paid.

(*c*) For labour employed in lotting, showing the goods, attending the sale and superintending the removal of the goods by purchasers, the sum actually and reasonably paid.

(2) *When no Sale takes place* either by Auction or by private contract.

(*a*) For work actually done in preparing inventory and valuation, compiling catalogue and preparing for sale a sum not exceeding 4 *per cent. on the value of the goods if such value does not exceed* £200. If the value is in excess of that amount a sum not exceeding 4 per cent. on the first £200, and a further sum not exceeding 3 per cent. on the excess.

(*b*) For advertising and giving publicity to the intended sale, printing catalogues and bills, and distributing and posting the same, the sum actually and reasonably paid.

(*c*) For labour (if any) employed in lotting and showing the goods, the sum actually and reasonably paid.

9. *For Sale by Private Contract.*

(*a*) Half the percentage allowed on a sale by auction; and in addition :—

(*b*) For work actually done in preparing inventory and valuation, and for all work (if any) actually done in preparing for sale by auction a sum not exceeding in any event 2½ per cent. on the value of the goods.

(*c*) And for advertising and giving publicity to any intended sale by auction, printing catalogues and bills and distributing and posting the same and for labour employed in lotting and showing the goods, the sums (if any) actually and reasonably paid.

10. *Sheriff's poundage and the fee for delivery of the Writ to the Under-Sheriff shall be the same as before until furthre Order.*

The foregoing fees numbered 1, 2, 3, 4, 5, 6, 7, 8 (1), 9 and 10, shall be levied in every case in which an execution is completed by sale, as fees payable to Sheriffs were levied before the making of this Order.

In every case where an exceution is withdrawn, satisfied, or stopped, the fees under this Order shall be paid by the person issuing the execution, or the person at whose instance the sale is stopped, as the case may be.

The amount of any fees and charges payable under this Table shall be taxed by a Master of the Supreme Court or a District Registrar of the High Court, as the case may be, in case the Sheriff and the party liable to pay such fees and charges differ as to the amount thereof.

The Order as to Fees made under the Sheriff's Act, 1887, and dated the 31st August, 1888, is hereby annulled from the 18th day of July, 1920, except as to proceedings under Writs of Execution issued before that date, to which proceedings the said Order shall continue to apply.

Order in Council.

REVOCATION OF A DEFENCE OF REALM REGULATION.

[Recital.]

It is hereby ordered that Regulation 37B shall, as from the first day of September, 1920, be revoked.

13th August. [*Gazette*, August 13.

Board of Trade Order.

REGULATIONS FOR THE CENTRAL COMMITTEE.

PROFITEERING ACTS, 1919 AND 1920.

Whereas under Section 2 of the Profiteering Act, 1919, the Board of Trade are authorized to establish Local or other Committees to whom the Board may delegate any or all of their powers under the Act (except the power of the Board to fix prices), and to make regulations and give directions as to the constitution, powers and procedure of such Committees and the districts for which they shall act:

And whereas by Order, dated 18th September, 1919 (S.R. & O., 1919, 1516), the Board established the Central Committee and made the Regulations set out in the Schedule to the said Order, giving directions as to the constitution, powers and procedure of the said Central Committee:

And whereas it is now deemed expedient to amend the said Regulations:

Now, therefore, the Board, in exercise of the above recited powers, do hereby rescind Regulations 3, 6, 7, 8, 13, 14 and 19 of the said Regulations, and do hereby make the Regulations set out in the Schedule to this Order in lieu of the Regulations hereby rescinded.

Dated the 7th day of August, 1920.

SCHEDULE.

3. It shall be the duty of the Investigation of Prices Committee to carry out investigations, pursuant to Section 1 (1) (a) of the Act.

6. (a) The Committees appointed by the Central Committee, under Regulation 2 of the Regulations, dated 18th September, 1919, may add to their number any member of the Central Committee, and may appoint Sub-Committees, consisting of members of the Central Committee and such other persons (if any) as may be appointed for the purpose by the Board of Trade.

Such Sub-Committees shall have all the powers of the appointing Committee necessary for the carrying out of the duties assigned to them except the power to take proceedings in a Court of Summary Jurisdiction, and these Regulations and the Regulations dated 18th September, 1919, shall, so far as applicable, apply to such Sub-Committees. (b) The Central Committees, the Standing Committees appointed under Regulation 2 of the Regulations dated 18th September, 1919, and any Sub-Committees appointed by the Chairman of the Central Committee under Regulations 13 and 14 of these Regulations, shall have power to take proceedings under Section 1 of the Profiteering Act, 1919, in a Court of Summary Jurisdiction.

13. The written complaint shall be considered by a Sub-Committee consisting of members of the Central Committee appointed by the Chairman of the Central Committee, and in any case in which the Sub-Committee are of opinion that the complaint does not give the required particulars, or does not disclose *prima-facie* grounds for hearing the complaint, it shall be competent to the Sub-Committee after giving the complainant opportunity of being heard, to dismiss the complaint without calling upon the respondent, or to notify the complainant that unless further and better particulars or grounds of complaint, as the case may be, be given, the complaint will be dismissed; and in any such case unless such further and better particulars or grounds of complaint, as appear to the Sub-Committee to justify further action on their part, are delivered to them not more than seven days after such notification has been sent to the complainant, or within such extended time as may be allowed by the Sub-Committee, the complaint shall be dismissed. Complaints not delivered before the expiration of the fourteenth day after the date of the sale or transaction complained of, or within such extended time as may be allowed in any particular case, shall be dismissed forthwith.

14. If on the preliminary investigation or consideration of the complaint the Sub-Committee are satisfied that a *prima-facie* cause of complaint has been disclosed, the Chairman of the Central Committee shall appoint a Sub-Committee consisting of members of the Central Committee (hereinafter called the Tribunal) to hear the complaint, and at least seven days before the hearing of the complaint the Secretary of the Complaints Committee shall cause to be sent to the complainant and to the respondent notice in writing of the date and place fixed for the hearing.

19. If on the hearing of the complaint the Tribunal are satisfied that a profit has been made, or has been sought on the sale or offer for sale of an article, which is, in view of all the circumstances, unreasonable, the Tribunal shall declare the price which would yield a reasonable profit, and shall require the seller to repay to the complainant any amount paid by the complainant in excess of such price, and they may take legal proceedings against the seller before a Court of Summary Jurisdiction.

Provided that the profit sought or obtained shall not be deemed to be unreasonable.

(a) in the case of a seller who was in the same way of business before the war, if the percentage rate of profit sought or obtained does not exceed the percentage rate of profit obtained by him upon the sale of similar articles before the war, due consideration being given to the relative costs and charges of carrying on the business; and

(b) in the case of a seller who was not in the same way of business before the war, if the percentage rate of profit sought or obtained by him does not exceed the average percentage rate of profit obtained by sellers in that way of business under similar conditions on the sale of similar articles before the war, due consideration being given to the relative costs and charges of carrying on the business.

The above mentioned proviso shall not apply in any case where the profit in respect of any transaction has been fixed by a scheme approved by the Board of Trade under Section 1 of the Profiteering (Amendment) Act, 1920, and further provided that where any scheme has been approved by the Board of Trade under Section 1 of the Profiteering (Amendment) Act, 1920, any profit sought or obtained on the sale of any article to which the scheme relates which does not exceed such profit as is allowed by the scheme shall not be deemed to be unreasonable.

[*Gazette*, 13th August.

Ministry of Food Orders.

THE SUGAR RATIONING ORDER, 1920.

1. A person shall not obtain or attempt to obtain or supply or offer to supply any sugar for household consumption, or for the purposes of any catering or residential establishment or institution except under and in accordance with the provisions of this Order, or in excess of the amount for the time being authorized.

2.—(*a*) A person may obtain sugar for household consumption only where he is the holder of a Ration Card or other ration document available for lawful use issued to him under the authority of the Food Controller for the purposes of this Order.

(*b*) A person may obtain sugar for household consumption only from the retailer with whom he is registered for the purpose in accordance with the instructions on the ration card or other ration document or otherwise in accordance with any directions for the time being issued by or under the authority of the Food Controller.

(*c*) The amount of sugar which may be obtained by or supplied to any person for household consumption shall until further notice be 8 ozs. weekly, provided that the ration for any week may be obtained and supplied either during that week or during one of the three preceding or one of the three succeeding weeks.

(*d*) A retailer may supply sugar only

(i) to his registered customers, or

(ii) to his emergency customers (if he has more than sufficient supplies for his registered customers).

(*e*) A person shall on the occasion of each purchase of sugar produce the purchaser's Shopping Card issued to him under the authority of the Food Controller (except where the card is deposited with the retailer), and the retailer shall on the occasion of each purchase mark or cancel the appropriate space or spaces, in accordance with the instructions on the card.

(*f*) Until the contrary be proved it shall be presumed that sugar supplied, obtained or offered or attempted to be supplied or obtained is supplied, obtained or offered or attempted to be supplied or obtained for household consumption.

3-5. [*Catering Establishments.*]

12. [*Definitions.*]

14. [*Revocation.*] The Rationing Order, 1918, as amended and the directions issued thereunder are hereby revoked as on 2nd August, 1920 [S.R. & O., Nos. 894 and 1318 of 1918, and Nos. 152, 467 and 852 of 1920], but without prejudice to any proceedings in respect of any contravention thereof.

15.—(*a*) This Order may be cited as The Sugar (Rationing) Order, 1920.

(*b*) This Order shall come into operation on 2nd August, 1920.

(*c*) This Order shall not apply to Ireland.

26th July.

THE APPLES (PRICES) ORDER, 1918.

General Licence.

On and after the 1st August, 1920, until the 14th November, 1920, inclusive, apples may be sold and bought free from the restrictions of the above Order [S. R. & O., Nos. 1591 of 1918, and 199 of 1919] so far as they relate to price.

29th July.

The following Ministry of Food Orders have also been issued:—
Order amending the Bacon, Ham and Lard (Sales) Order, 1920. 19th July.
Order amending the Butter Order, 1920. 30th July.

Ministry of Agriculture and Fisheries Notice.

ECCLESIASTICAL TITHE RENT CHARGE (RATES) ACT, 1920.

This Act received the Royal Assent on the 4th instant. The Ministry of Health has issued to town councils, urban district councils, and overseers, a circular letter enclosing copies of a memorandum with respect to the provisions of the Act and of the Order of the Minister of Health prescribing a form of statutory declaration as to income to be made by any incumbent who desires to claim under the Act exemption from rates on the ground that the total income arising from the benefice does not exceed £300, or an abatement on the ground that it is between £300 and £500.

The Circular and the Memorandum, Order and Regulations referred to in it will be placed on sale, and copies may shortly be obtained either directly or through any bookseller, from His Majesty's Stationery Office, at the following addresses:—Imperial House, Kingsway, London, W.C. 2; 28, Abingdon-street, London, S.W. 1; 37, Peter-street, Manchester; and 1, St. Andrew's-crescent, Cardiff.

Forms of statutory declaration for the use of incumbents will no doubt be printed by various local government publishers, and will shortly be purchasable from them. It should, however, be clearly understood that they will not be supplied by His Majesty's Stationery Office or any other Government Department.

12th August, 1920.

Woman Suffrage in America.

An Exchange Telegraph Company's message from Nashville (Tennessee), dated 18th August, says:—The House of Representatives has ratified the Woman Suffrage amendment, thus completing the State's ratification and making the national amendment effective.

The *Times* adds:—The proposed amendment to the Constitution, which was passed by the House of Representatives on 21st May, 1919, and by the Senate on 4th June following, is as follows:—

The right of the citizens of the United States to vote shall not be denied or abridged by the United States or by any State on account of sex. Congress shall have power by appropriate legislation to enforce the provisions of this article.

Already sixteen States had granted woman suffrage within the State. Ratifications of the Congress amendment began the day following its passage ny the Senate, the State of Wisconsin being the first to take action. State after State followed suit. Tennessee is the thirty-sixth State to give its adhesion, thus completing the number of State ratifications (two-thirds) necessary for the promulgation of the amendment granting full woman suffrage as the law of the whole of the United States.

Women will now vote in the Presidential election on 2nd November.

Obituary.

Mr. E. P. Walsh.

News reached Oxford on the 13th inst., through the Foreign Office, of the sudden death in Paris of Mr. ERNEST PERCIVAL WALSH, a well-known member of the Oxford Circuit. He was the seventh son of the late Mr. Percival Walsh, for many years registrar of the Oxford County Court. Mr. Walsh, who was forty-nine years of age and unmarried, was on his way to Italy for the long vacation. He left London on 1st August, and nothing further was heard of him until the news of his death came through. He received his early training at the Oxford Preparatory School, and from there gained a scholarship at Rossall. He was called to the Bar in 1905 by Gray's Inn, and soon acquired a good practice on circuit. In 1916 Mr. Walsh joined the Army, and as he spoke at least five languages, he was posted first to the Censor's office in Boulogne, where he served for three years, attaining the rank of captain. While in the Army he was engaged on a large number of Courts-martial, and during the latter part of the time he occupied an official position in that connection.

Legal News.

Changes in Partnerships.

Dissolutions.

DAVID WILLIAM MEYLER and PENRY RAYMOND OLIVER, solicitors (Jenkinson, Meyler & Oliver), 5, Frederick's-place, Old Jewry, March 31.

REGINALD CHARLES STONEHAM and ROBERT THOMPSON DOUGLAS STONEHAM, solicitors (Stoneham & Sons), 150 and 151, Fenchurch-street, E.C. April 30. The said Robert Thompson Douglas Stoneham will continue to carry on the said business under the style or firm of Stoneham & Sons. [*Gazette*, August 13.

Business Announcement.

Messrs. Harrington, Edwards & Cobban (P. H. Edwards, J. M. Cobban) of 33, Southampton-street, Strand, London, W.C. 2, inform us that their senior partner, Commander P. H. Edwards, D.S.O., has now been demobilised and has returned to the active practice of his profession. They regret to state that their late junior partner, Captain Trevor L. Edwards, was killed in action on 26th October, 1917.

General.

At Tottenham Police Court, on the 12th inst., says the *Times*, Dennis Sullivan, 56, of St. George's-road, Tottenham, was fined £15 for keeping a house for betting. During the hearing of the case Major Malone, M.P., chairman of the Bench, inquired what was the difference between betting over the telephone and taking betting slips to a local bookmaker. The solicitor for the police said that if a person resorted to a betting house he was committing an offence, even if he had no money with him. Major Malone: It seems to me that there is one law for the rich and one for the poor. This statement was greeted with applause from persons in the court. A police inspector stated that while observation was being kept on the premises over 200 persons were seen to enter, presumably with betting slips. Among them were boys and girls between the ages of 12 and 18. They carried betting slips from their mothers.

The Ministry of Health announce that in view of the fact that 140,000 tenders for building houses have been approved, and that in most districts house-building should be in progress so far as the supplies of labour allow, the Minister is issuing instructions to the Housing Commissioners with regard to the continuous rise in the cost of houses. While the average of the tenders received by local authorities has been rising since the beginning of the year, there is a wide variation between the amounts of tenders received in different parts of the country, and the Minister is convinced that the high tenders now being received by many local authorities are not justified

by the facts. In future, unless it is evident that a tender can readily be brought within a reasonable figure, the local authority will be warned by the Commissioners to reject it without further delay, and to prepare alternative proposals.

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Aug. 13.

LEADENHALL SHIPPING AND FORWARDING CO., LTD.—Creditors are required, on or before Sept. 21, to send in their names and addresses, with particulars of their debts or claims, to Norman Ward Wild, 28, Broad Street-av., liquidator.

WEST SURREY SYNDICATE, LTD.—Creditors are required, on or before Sept. 13, to send their names and addresses, and the particulars of their debts or claims, to Percy Boyle Gilroy, 8, Arthur-st., King William-st., liquidator.

CARLISLE MOTOR DELIVERY COMPANY, LTD.—Creditors are required, on or before Sept. 24, to send their names and addresses, and the particulars of their debts or claims, to Ernest Jones Williams, 14, Lowther-st., Carlisle, liquidator.

INDO-CHINESE HEVEA RUBBER ESTATES, LTD. (IN LIQUIDATION).—Creditors are required, on or before Sept. 20, to send their names and addresses, and particulars of their debts or claims, to John Douglas Broad, 1, Walbrook, liquidator.

NEWCASTLE GRAIN AND GENERAL WAREHOUSING CO., LTD.—Creditors are required, on or before Sept. 20, to send their names and addresses, and the particulars of their debts or claims, to F. S. Oliver, 32, Grainger-st. West, Newcastle-upon-Tyne, liquidator.

RAWTENSTALL COTTON MANUFACTURING CO., LTD.—Creditors are required, on or before Sept. 20, to send their names and addresses, and the particulars of their debts or claims to John Roberts Lord, Irwell-terrace, Bacup, liquidator.

HIGHER MILL SPINNING CO., LTD.—Creditors are required, on or before Sept. 20, to send their names and addresses, and the particulars of their debts or claims, to John Roberts Lord, Irwell-terrace, Bacup, liquidator.

GOLDENLYTE, LTD.—Creditors are required, on or before Sept. 21, to send their names and addresses, and the particulars of their debts or claims, to Edward Earle Meugens, c/o Messrs. W. B. Peat & Co., 18, Bennett's-hill, Birmingham, liquidator.

TONG MILL CO., LTD.—Creditors are required, on or before Sept. 20, to send their names and addresses, and the particulars of their debts or claims, to John Roberts Lord, Irwell-terrace, Bacup, liquidator.

WELLFIELD MILL, LTD.—Creditors are required, on or before Sept. 20, to send their names and addresses, and the particulars of their debts or claims, to John Roberts Lord, Irwell-terrace, Bacup, liquidator.

VROOM & DREESMAN, LTD.—Creditors are required, on or before Sept. 25, to send their names and addresses, and the particulars of their debts or claims, to Percy Alexander, 43, Chancery-lane, liquidator.

WARD & SCOTT, LTD.—Creditors are required, on or before Sept. 30, to send their names and addresses, and the particulars of their debts or claims, to Henry Mossop, Ramsden-sq., Barrow-in-Furness, liquidator.

THE MOTOR RETAILERS' ASSOCIATION, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before August 31, to send their names and addresses, and the particulars of their debts or claims, to A. R. Lamb, 214, Great Portland-st., liquidator.

London Gazette.—TUESDAY, Aug. 17.

COWLING SPINNING CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Sept. 16, to send their names and addresses, and the particulars of their debts or claims, to James Knowles Tattersall, 12, Cleveland-st., Chorley, Lancs., liquidator.

GEORGE BROWN (CHORLEY), LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Sept. 16, to send their names and addresses, and the particulars of their debts or claims, to James Knowles Tattersall, 12, Cleveland-st., Chorley, Lancs., liquidator.

PALACE SHIPPING CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required on or before Sept. 28, to send their names and addresses, and the particulars of their debts or claims, to Mr. Inman Tyndall Telford and Mr. Arthur Henry Chalmers, 13, Castle-st., Liverpool, liquidators.

MCGAW & CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are requested, on or before Sept. 29, to send in their names and addresses, and particulars of their debts or claims, to Frederick Gerard van de Linde, 4, Fenchurch-av., liquidator.

SPUR DOUBLING MILL, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Sept. 15, to send their names and addresses, and the particulars of their debts or claims, to John Roberts Lord, Irwell-terrace, Bacup, liquidator.

TYWARDREATH AERATED AND MINERAL WATER CO., LTD.—Creditors are required, on or before Sept. 10, to send in their names, with particulars of their debts or claims, to Thomas Treleaven, St. Austell, liquidator.

J. H. COOPER, LTD.—Creditors are required, on or before Sept. 30, to send their names and addresses, and the particulars of their debts or claims, to Norman Williamson, 8, Exchange-bldgs., Bradford, liquidator.

GOVETT, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Sept. 30, to send in their names and addresses, and particulars of their debts or claims, to G. C. Johnston, 95A, Chancery-lane, liquidator.

NORTONS (LEEDS), LTD.—Creditors are required, on or before Aug. 30, to send their names and addresses, and particulars of their debts or claims, to Tom Coombs, Oxford Chambers, Victoria-sq., Leeds, liquidator.

CLEETHORPES AMERICAN ROLLER SKATING RINK, LTD.—Creditors are required, on or before Aug. 31, to send their names and addresses, and the particulars of their debts or claims, to Alfred G. Pearson, A.C.A., Town Hall-st., Grimsby, liquidator.

SLACK MILLS CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Sept. 30, to send their names and addresses, and the particulars of their debts or claims, to Mr. John Roberts Lord, Irwell-terrace, Bacup, liquidator.

B. HOSEGOOD & CO., LTD.—Creditors are required, on or before Sept. 14, to send in their debts or claims to Montague Hott, 3, Great James-st., Bedford-row, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Aug. 13.

Trickett & Co., Ltd.
Metzler & Co., (1900), Ltd.
Maidenhead Model Lodging House Co Ltd.
Consolidated Mines of El Oro, Ltd.
Bedminster Cricket and Football Co., Ltd.
F. G. Foster & Co., Ltd.
Yorkshire Refractories Co., Ltd.
Walker & Crawshaw, Ltd.
Hamptons, Ltd.
Berna Commercial Motors, Ltd.
E. Goossens Pope & Co., Ltd.
Lysle Export and Import Co., Ltd.
Penarth Piggeries Association, Ltd.
Brentford Foundry Co., Ltd.
Coq Rouge Co., Ltd.
Key Office Appliances, Ltd.
Goldenlyte, Ltd.
Kelly Trading Co., Ltd.
George Fraya & Co., Ltd.
Devon Estates (Malacca), Ltd.
Textile Reproductions, Ltd.
G. H. Taylor & Co., Ltd.

London Gazette.—TUESDAY, Aug. 17.

H. Ashley, Ltd.
De Keyser's Royal Hotel, Ltd.
J. & J. Hardman, Ltd.
London Paper Mills Co., Ltd.
Punch & Ticket Co., Ltd.
National Federation of Laundry Associations, Ltd.
Stanningley Cinema and Estate Co., Ltd.
H. S. Martin, Ltd.
East Grinstead Constitutional Club Co., Ltd.
Colonial and United States Mortgage Co., Ltd.
Academy of Dramatic Art.
Edward Sykes & Sons, Ltd.
J. W. & T. Connolly (Belgium), Ltd.
"Z" Electric Lamp Manufacturing Co., Ltd.
"Old Bushmills" Distillery Co., Ltd.
White Cloth Hall Estate Co., Ltd.
Nortons (Leeds), Ltd.
Salterforth Shed Co., Ltd.
Cherakara Tea Estates, Ltd.
British Gold Plate Manufacturing Co., Ltd.
Bennetts of Grimsby, Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug. 13.

BEECROFT, WILLIAM, Leigh-on-Sea, Essex. Sept. 12. Walter G. Beecroft, Leigh-on-Sea.

BENNETT, EMILY WOOD, Rugby. Sept. 11. H. Lupton, Reddish & Co., Rugby.

BIRD, Captain EDWARD KENELM, Karachi, India. Sept. 6. Maddison, Stirling & Humm, 13, Old Jewry-chmbrs.

BOURNER, ANN SOPHIA, Gravesend. Oct. 19. Hatten, Winnett & Hatten, Gravesend, Kent.

BRIGG, AMY, Bradford. Sept. 9. Robt. E. Weatherhead, Bradford.

BULLEN, JESSIE ELIZABETH, Richmond. Sept. 25. Lovell, Son & Pitfield, 3, Gray's Inn-sq.

BURGESS, JOSEPH, Carmarthen, Hotel Proprietor. Sept. 18. Walters & Williams, Carmarthen.

CHAPMAN, EDITH LOVINE, Liverpool. Sept. 20. Budd, Johnson, Jecks & Colclough, 24, Austin-friars.

CRAYMER, MARGARET JANE, Gloucester-rd., Kensington, Licensed Victualler. Sept. 6. Coldham, Birkett & Fleuret, 27, Chancery-la.

DANIEL, MARCUS FITZGERALD, Hengoed, Glam., Surgeon. Aug. 31. Forsdike, Buchannan & Giles, Cardiff.

DENNIS, JOSEPH MAJOR, Surbiton. Sept. 16. Harry Wilson, 2, Broad Court-chmbrs., Covent Garden.

DEVON, WILLIAM RILEY, Warrington. Sept. 6. Thomas S. Steel, Warrington.

DRIVER, EMILY ANN, Royston, Herts. Sept. 13. Lingards, Sutton, Elliott & Co., Manchester.

EYDMANN, WILLIAM, Acton, Auctioneer. Sept. 13. W. A. G. Davidson & Co., 40, Chancery-lane.

FREEMAN, CHARLES WILLIAM, Caledonian-rd., Holloway, Brewers' Engineer. Oct. 7. Moon, Gilks & Moon, 34, Bloomsbury-sq.

GOSLING, HENRY SEAMAN, King's Lynn, Builder. Sept. 1. Edwd. M. Beloe, King's Lynn.

HAMLET, EDWIN THOMAS, Oxshott, Surrey. Oct. 7. Moon, Gilks & Moon, 34, Bloomsbury-sq.

HARKER, JOHN, Darlington. Sept. 30. Henry Mudie, Darlington.

HARRISON, GEORGE, Lytham Lancs. Sept. 10. Edwin Almond & Sons, Manchester.

HYNES, MARIAN, Dover, Bookbinder. Sept. 30. Stilwell & Harby, Dover.

JONES, JOHN, Halifax, Boot Dealer. Sept. 10. Percy R. Gray, Halifax.

LONG, ERNEST HENRY KELLETT, Wimbledon Common. Sept. 18. W. E. Ripley, Norwich.

KIBBLE, ALFRED WILLIAM, Clacton-on-Sea. Sept. 10. W. A. Smith, Halstead, Essex.

KINSEY, FRANCIS, Crowthorne, Berks. Sept. 29. Randolph, Eddowes, Prentice & Douglas, Derby.

LAWRENCE, FREDERICK WILLIAM, Bath. Sept. 24. Collins & Simmons, Bath.

LOWE, STEPHEN, West Kirby. Sept. 9. Woolcott & Co., West Kirby.

LOWE, FRANCES MARIAN, Luton. Sept. 21. John Gates, Luton.

MACAULAY, AULAY, Harrogate. Sept. 30. Jubb, Booth & Helliwell, Halifax.

MARCARD, EDUARD ADOLF VON, Braunschweig, Germany. Sept. 24. Rehder & Higgs, 29, Mincing-lane.

MELLOR, ALFRED, Gatley, near Cheadle. Oct. 9. Cornish & Forfar, Liverpool.

MORGAN, LOUISA, Bath. Sept. 13. Collins & Simmons, Bath.

MOTTRAM, PERCY CHARLES, Shrewsbury. Sept. 28. H. W. Hughes & Son, Shrewsbury.

MULLER, CATHERINE, Bournemouth. Oct. 1. C. J. & C. D. Lacey, Bournemouth.

PALMER, MATILDA, Newport, Mon. Aug. 31. Morgan & Co., Newport, Mon.

PEDLEY, MARY ELIZA, Aberdovey, Merioneth. Sept. 20. Tyrrell, Lewis & Co., 1, 2 and 3, Albany Court-yard, Piccadilly.

PETTINGALE, WILLIAM THOMAS, Wanstead. Sept. 17. G. S. Warmington & Edmonds, 14 and 15, Coleman-st.

SANDFORD, ELLEN, Bath. Sept. 24. Collins & Simmons, Bath.

SANDS, WILLIAM, Hengoed, near Oswestry. Sept. 10. Tyrer, Kenion & Co., Liverpool.

SIMPSON, HENRY, Bayswater. Sept. 20. Budd, Johnson, Jecks & Colclough, 24, Austin-friars.

SLACK, CHARLES, South Blackpool. Sept. 10. Edwin Almond & Sons, Manchester.

SNELL, CHARLES WALTER, Saltford, Somerset. Sept. 15. Frank S. Ingle, Bath.

SPENCER, WILLIAM, Blackpool. Aug. 31. T. Wylie Kay, Blackpool.

STANTON, JAMES LEVI, Swavesey, Cambridge, Salvage Merchant. Sept. 27. W. Archer & Son, 114, Fenchurch-st.

STRANGE, Dr. HENRY ROBERT WRAY, Manchester, Physician. Sept. 16. John Henry Lee, Manchester.

SUDLOW, JOSEPH, Woolston-with-Martinscroft, Lancs., Farmer. Sept. 6. Thomas S. Steel, Warrington.

VALE, EMMA, Barrow-in-Furness. Sept. 15. Southcote M. S. Townsend, Barrow-in-Furness.

WILLIAMS, GEORGE HENRY, Northam, Devon. Sept. 25. Baseley, Barnes & Baseley, Bideford, Devon.

WILSON, JOHN HENRY, Bath, Solicitor. Sept. 24. Collins & Simmons, Bath.